

City Hall
80 Broad Street
September 9, 2014
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Lewis

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Recognition of State and National 2014 Arthur Ashe Essay Contest Winners
2. Proclamation recognizing Childhood Cancer Awareness Month
3. Proclamation recognizing Ovarian Cancer Awareness Month
4. Trident Literacy Proclamation – Eileen Chepenik

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. August 19, 2014

H. Citizens Participation Period

I. Petitions and Communications:

- i.) Resolution in support of the Charleston World Heritage Coalition
- ii.) Update on Gaillard Center

J. Council Committee Reports:

1. **Committee on Public Works and Utilities (Meeting was held Tuesday, September 9, 2014 at 3:30 p.m.)**
 - a.) **Daniel Island, Parcel E** – acceptance and dedication of a portion of Lesesne Street (50-foot right-of-way), a portion of Brailsford Street (50-foot right-of-way), a portion of Originall Lane (20-foot right-of-way), and a portion of Aera Furnace Lane (20-foot right-of-way).

- a. Plat
- b. Title to Real Estate
- c. Exclusive Stormwater Drainage Easement
- d. Exclusive Stormwater Drainage Easement

b.) **Fenwick Hills, Phase I** – acceptance and dedication of a portion of Killifish Road (right-of-way varies), a portion of Dunwick Drive (50-foot right-of-way), a portion of Fishbone Drive (50-foot right-of-way), and a portion of Shellring Way (50-foot right-of-way).

- a. Plat
- b. Title to Real Estate
- c. Exclusive Stormwater Drainage Easement
- d. Exclusive Stormwater Drainage Easement

2. Committee on Traffic and Transportation (Meeting was held Tuesday, September 9, 2014 at 3:45 p.m.)

-- Application for Original Certificate of Public Convenience and Necessity Certificate for Taxi Cab/Limousine

(Cal's Luxury Transportation, LLC (Limo)
(Holmes LLC, DBA 26 Taxi (Taxi)

3. Committee on Ways and Means:

(Bids and Purchases

(Office of Cultural Affairs: Approval to accept a grant from Charleston County Accommodations Tax Committee in the amount of \$10,000 for the 2015 Piccolo Spoleto Festival. No City match is required.

(Office of Cultural Affairs: Approval to accept a grant award from Charleston County Accommodations Tax Committee in the amount of \$9,353.95 for the 2014 MOJA Arts Festival. No City match is required.

(Mayor's Office for Children Youth & Families: Approval to accept the AmeriCorps Continuation Grant award (11VSSC002) from the Corporation for National and Community Service in the amount of \$68,112 for Project Sponsorship. No City match is required.

(Parks: Approval to accept the 2014 LOWES/KAB Community Improvement Grant in the amount of \$5,000 for the Adopt-A-Stop Program. Funds will go towards supplies needed to adopt 25 bus stops. No City match is required.

(Fire Department: Approval of an Agreement among the City of Charleston, the Medical University of South Carolina College of Medicine and the Medical University Hospital Authority for the City of Charleston Fire Department to provide clinical and didactic training experiences for College of Medicine residents while on rotation at the Fire Department. The Fire Department will make available its

facilities and personnel to assist in the learning experiences for residents. The Agreement will terminate on June 30, 2015.

(Parks-Capital Projects: Approval to award a construction contract with *Rakes Building and Maintenance Contractors, LLC, dba Bluetide Marine Construction*, in the amount of \$54,300 to expand the existing Demetre Park Pierhead, per the Court Order direction to abide by the original Master Plan for the park. Approval of this contract will authorize the \$54,300 construction contract to be funded by the Council Approved project budget of \$940,225. The funding sources for this project are: Certificate of Participation (\$19,942.40), Hospitality Fees (\$380,640), CIF (\$365,640), Private Contributions (\$385), 2009 LWCF Grant (\$150,000), and 2009 SCDNR Grant (\$159,200).

(Parks-Capital Projects: Approval of a construction contract with *Wildwood Contractors, Inc.*, in the amount of \$377,930 for the construction of Theodora Park. The timeframe to complete construction is four (4) months from the time of commencement of work on the park. The construction contract will obligate \$377,930 of the \$451,927 project budget. The funding sources for this project are: Private Contributions (\$351,927) and 2014 General Fund Reserves (\$100,000).

(Parks-Capital Projects: Approval of a Participation Agreement with the *South Carolina Department of Transportation (SCDOT)*, for the Huger Street Streetscape project. The agreement allows the City of Charleston to access and spend the remaining \$2,556,713 of Mitigation and Enhancement Activities funds from the Cooper River Bridge Replacement project for the Huger Street Streetscape. Approval of the Participation Agreement will allow the City to use \$2,556,713 of remaining Mitigation and Enhancement Activities funds from the Cooper River Bridge Replacement project for the Huger Street Streetscape.

(Public Service: Approval of Change Order #1 for the "Turn" of the Battery in the amount of \$92,943 due to unforeseen conditions requiring soil remediation, extra storm drain piping and milling and paving outside of the established project limits. The project has been completed. This is an after-the-fact approval.

(Public Service: Approval of Eadie's Construction Company, Inc.'s proposal to perform various storm drain cleaning & inspection services per their response to a RFQ for these services. The contract is for two years with the option of two one-year extensions.

(Housing and Community Development: Mayor and City Council are requested to grant after-the-fact approval of a \$100,000 grant submission to the TD Charitable Foundation, Housing for Everyone Grant Competition. The grant would provide funding to support the construction or rehabilitation of rental housing for persons of very low and low incomes. The population this grant would serve are persons seeking rental housing and earning at or below sixty percent (60%) of the Area Median income. For the purposes of this grant, we will partner with Gethsemane Baptist and Morris Street Baptist Churches to rehab properties they own and Historic Charleston Foundation and the Sustainability Institute who will contribute

both funding and expertise to the projects. The application was submitted, Friday, August 29, 2014. Please see the attached for additional details. The grant was submitted electronically.

- (Budget, Finance and Revenue Collections: Approval of a contract with PMA for Workers Compensation TPA Services. This contract is effective October 27, 2014 to October 26, 2015. PMA was selected as part of a RFP process. We will pay a flat fee of \$81,000 to manage our workers compensation claims, plus 27% of managed care savings and a one-time start-up and transition fee. Additionally PMA provided 40 hours of risk control management consulting.
- (Budget, Finance and Revenue Collections: An ordinance providing for the issuance of \$5,000,000 Accommodations Tax Revenue Bonds of the City of Charleston, South Carolina, and other matters relating thereto.
- (Budget, Finance and Revenue Collections: Approval of the Gibbes Museum/City Memorandum of Agreement – Amendment 2. The original MOU and Amendment 1 are attached behind Amendment 2. This new amendment allows for a change in pledged maintenance funds for a period of years to allow for repayment for nearly 95% of \$2,000,000 in revenue backed borrowing (previous in W&M agenda immediately before this item) that would be provided to Carolina Art Association in 2014 to support the Gibbes renovation.
- (Request authorization for the Mayor to execute this Supplemental Lease Agreement between the City of Charleston and the U.S. Coast Guard which is an annual renewal of an existing 10-year lease agreement. The U.S. Coast Guard desires to continue to use a platform area approximately 5'X5' mounted on top of an 18" diameter steel pile adjacent to the Maritime Center Pier for use as a navigational range light. U.S. Coast Guard also desires to use an optic mounted on a 15' tower bolted to the rear top deck of the Charleston Municipal Aquarium Garage for use as a navigational range light. (TMS# 459-00-00-169)
- (Request approval of Mayor to execute the attached Second Lease Extension between the City of Charleston and JMB Properties, LLC for the property located at 32 Ann Street, Unit-B. (TMS# 460-12-02-105)
- (Request authorization of Mayor to approve the Parking Agreement whereby the City agrees to lease from the South Carolina Department of Transportation the property identified in the attached Exhibit A with the intent of construction and managing a parking lot to include up to 130 parking spaces. (An area under Interstate 26 that adjoins properties in the six hundred block of Meeting Street.)
- (Request authorization of Mayor to approve the First Amendment to Contribution Agreement by and among the Horizon Project Foundation, Inc. ("HPF"), the City of Charleston ("City") and the Medical University of South Carolina Foundation ("MUSCF"). (TMS# 460-10-02-020; 382 Spring Street) (Ordinance)
- (Approval of the Charleston Tennis, LLC (Meredith Corp./Family Circle) and City Lease and Management Ordinance and Agreement for a period from 2014-2029 (Ordinance)
- (Request approval of the Mayor to execute the attached Lease Amendment between the King and Queen Company and the City of Charleston. (145 King Street, Ste.

Give first reading to the following bills and resolutions coming from Ways & Means:

An ordinance providing for the issuance of \$5,000,000 Accommodations Tax Revenue Bonds of the City of Charleston, South Carolina, and other matters relating thereto.

An ordinance authorizing the Mayor to execute on behalf of the City a First Amendment to the Contribution Agreement between the City, Horizon Project Foundation, Inc. and the Medical University of South Carolina Foundation so as to subject to the Contribution Agreement an additional parcel of property bearing Charleston County Tax Map No. 460-10-02-020 and to amend Exhibit B to the Contribution Agreement to reflect the additional parcel, to establish an appraised value for the parcel and thereby revising the charitable distributive support allocable to the parties under the Contribution Agreement.

An ordinance authorizing the Mayor to execute on behalf of the City an agreement with Charleston Tennis, LLC pertaining to the lease and management of City-owned facilities known as the Family Circle Stadium, satellite courts, racquet club and the grounds associated therewith, all as set forth in the Agreement attached to this ordinance as Exhibit A and incorporated therein by reference.

4. Audit Committee (Meeting was held Tuesday, September 9, 2014 at 4:00 p.m.)
(Annual Internal Audit Report)

K. Bills up for Second Reading

1. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 61 Church Street (Charlestowne - Peninsula) (1.82 acres) (TMS #458-13-01-018) (Council District 8), be rezoned so as to be included in the School Overlay (S) classification.*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 915 Melrose Drive (Melrose - West Ashley) (0.28 acre) (TMS #309-14-00-091) (Council District 7), annexed into the City of Charleston July 15, 2014 (#2014-097), be zoned Single-Family Residential (SR-1) classification.*
3. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1989 Butternut Street (West Ashley) (0.21 acre) (TMS #355-15-00-030) (Council District 2), annexed into the City of Charleston July 15, 2014 (#2014-098), be zoned Single-Family Residential (SR-1) classification.*
4. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2906 Murraywood Road (Johns Island) (2.83 acres) (portions of TMS #312-00-00-026 and 183) (Council District 5), annexed into the*

City of Charleston July 15, 2014 (#2014-099 and #2014-100), be zoned Single-Family Residential (SR-1) classification.

- 5. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 19, Section 19-277(2) to extend the boundaries of Charlestowne Neighborhood Residential Parking Permit Boundary to include a portion of Broad Street, within the Charlestowne Neighborhood's designated Residential Parking Permit District.*
- 6. An ordinance authorizing the Mayor to execute on behalf of the City the documents necessary for the City to become an accommodation party to a mortgage to be placed by the Carolina Art Association of Charleston, South Carolina, on the real property located at 135 Meeting Street (the Gibbes Museum) so as to accommodate the association's improvement and renovation of the Gibbes Museum. (AS AMENDED)*
- 7. An ordinance to provide for the annexation of property known as 1714 Savage Road (0.10 acre) (TMS# 351-07-00-093), West Ashley, Charleston County, to the City of Charleston shown within the area annexed upon a map attached hereto and make it part of District 7.*
- 8. An ordinance to provide for the annexation of property known as 1 Tovey Road (0.15 acre) (TMS# 418-10-00-010), West Ashley, Charleston County, to the City of Charleston shown within the area annexed upon a map attached hereto and make it part of District 9.*
- 9. An ordinance to amend Article II, Division 3 of Chapter 27 of the Code of the City of Charleston (Flood Hazard Prevention and Control) by amending Sec. 27-103 by adding a new definition, Freeboard, and by amending others, and amending Sec. 27-117 pertaining to construction elevation above base flood elevation and the requirements for high hazard areas and to amend Sec. 27-120 pertaining to construction elevation above base flood elevations.*
- 10. An ordinance to provide for the annexation of property known as 528 Savannah Highway (Units A-C) and 530 Savannah Highway (Units A-D) (0.48 acre) (TMS# 421-03-00-165 and 421-03-00-166), West Ashley, Charleston County, to the City of Charleston shown within the area annexed upon a map attached hereto and make it part of District 11. (DEFERRED)*
- 11. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by adding to Sec. 54-228 a new provision to allow building heights of up to 85 feet in the Tech Corridor Overlay (TC) Zone and by amending Sec. 54-305 (b) to provide that heights of buildings on properties located in the Tech Corridor Overlay (TC) Zone and the Old City Height District are governed by the provisions of Sec. 54-228 (d). (DEFERRED FOR PUBLIC HEARING)*

12. *An ordinance to provide for the annexation of property known as 1901 Savannah Highway, 1838 & 1844 Pebble Road (1.91 acres) (TMS# 350-05-00-072; 350-05-00-089 and 350-05-00-090), West Ashley, Charleston County, to the City of Charleston and includes all marshes, public waterways, and public rights-of-way, shown within the area annexed upon a map attached hereto and make it part of District 11. (DEFERRED)*
13. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1901 Savannah Hwy and 1838 and 1844 Pebble Rd (West Ashley) (1.91 acres) (TMS #350-05-00-072, 089 and 090) (Council District 11), be zoned General Business (GB) classification. (DEFERRED)*
14. *An ordinance to provide for the annexation of properties on Pinefield Drive (19.36 acres) (TMS# 271-00-01-041; 271-00-01-046, 271-00-01-048 (a portion), 271-00-01-052, 271-00-01-053, 271-00-01-054, 271-00-01-055, 271-00-01-068, 271-00-01-069, 271-00-01-070, 271-00-01-071, 271-00-01-072 and 271-00-01-109), Cainhoy, Berkeley County, to the City of Charleston and includes all marshes, public waterways, and public rights-of-way, shown within the area annexed upon a map attached hereto and make it part of District 1. (DEFERRED)*
15. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that properties on Pinefield Drive (Cainhoy) (19.36 acres) (TMS #271-00-01-041, 046, a portion of 048, 052, 053, 054, 055, 068, 069, 070, 071, 072 and 109) (Council District 1), be zoned Single-Family Residential (SR-6) classification. (DEFERRED)*
16. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by creating the Entertainment District Overlay Zone (ED), adding regulations for the ED Overlay Zone to restrict the hours of operation for specific types of land uses and changing the Zone Map, which is part thereof, so those certain properties zoned General Business (GB), Urban Commercial (UC), Mixed Use (MU-2), Mixed Use Workforce Housing (MU-2/WH) or Light Industrial (LI) as shown on the map attached to this ordinance as Exhibit A and labeled "Proposed Overlay" be rezoned to the ED Overlay Zone. (DEFERRED FOR PUBLIC HEARING)*

L. Bills up for First Reading

1. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1285 Orange Grove Road (West Ashley) (4.42 acres) (TMS #352-08-00-004) (Council District 9), be rezoned from Single Family Residential (SR-3) classification to General Office (GO) classification. (WITHDRAWN BY APPLICANT)*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the*

Zone Map, which is a part thereof, so that 1175 Folly Road (James Island) (approx. 3.34 acres) (TMS #337-08-00-004) (Council District 6), be rezoned from Limited Business (LB) classification to General Business (GB) classification. (WITHDRAWN BY APPLICANT)

- 3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 51 Nassau Street & Meeting Street (East Side - Peninsula) (0.90 acre) (a portion of TMS# 459-09-01-012) (Council District 4), be rezoned from General Business and Diverse Residential (GB and DR-2F) classification to Mixed Used Workforce Housing (MU-2/WH) classification. (DEFERRED)*
- 4. An ordinance to provide for the annexation of property known as property on SC Highway 41 aka 546 Riverbend Trail (70.37 acres) (TMS# 263-00-04-001), Cainhoy, Berkeley County, to the City of Charleston shown within the area annexed upon a map attached hereto and make it part of District 1. (DEFERRED)*
- 5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 528 (A-C) Savannah Highway and 530 (A-D) Savannah Highway (West Ashley) (0.48 acre) (TMS #421-03-00-165 and 166) (Council District 11), be zoned Single-Family Residential and Savannah Highway Overlay Zone (SR-1 and SH) classifications. (DEFERRED FOR PUBLIC HEARING)*

M. Miscellaneous Business:

1. A Budget Workshop will be held Wednesday, September 10, 2014 at 4:30 p.m. at City Hall, 80 Broad Street.
2. The next regular meeting of City Council will be September 23, 2014 at 5:00 p.m. at City Hall, 80 Broad Street.



D2.

City of Charleston

Joseph P. Riley, Jr.

Mayor

PROCLAMATION

- WHEREAS,** cancer is the No. 1 cause of disease-related death among children; and
- WHEREAS,** 15,780 children between birth and age 20 are diagnosed with cancer each year; and
- WHEREAS,** 70 children are diagnosed with cancer each year at the Medical University of South Carolina; and
- WHEREAS,** neuroblastoma accounts for 15 percent of all childhood cancer deaths; and
- WHEREAS,** neuroblastoma is the most common cancer among infants and the third most common pediatric cancer; and
- WHEREAS,** neuroblastoma has one of the lowest survival rates of all pediatric cancers and there are few effective treatments for children who relapse with neuroblastoma; and
- WHEREAS,** efforts of Chase After a Cure raise much-needed funds for childhood cancer research at the Medical University of South Carolina, benefiting children and families in Charleston and beyond; and
- WHEREAS,** Chase After a Cure is celebrating September 2014 as Childhood Cancer Awareness Month and encouraging citizens to help in its mission to chase away childhood cancer.

NOW, THEREFORE, I, Joseph P. Riley, Jr., Mayor, City of Charleston, in recognition of the importance of the ongoing fight against childhood cancer, do hereby proclaim September 2014 to be:

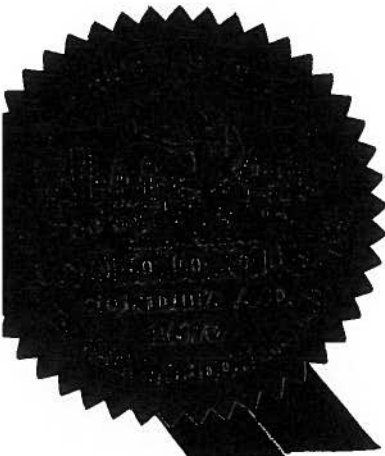
CHILDHOOD CANCER AWARENESS MONTH

and urge all citizens to recognize the critical importance of helping our youngest citizens in the fight for their lives. By supporting Chase After a Cure we can all play a role in fighting childhood cancer.



Joseph P. Riley, Jr., Mayor

*P.O. Box 652 Charleston, South Carolina 29402
843-577-6970 Fax 843-720-3827*





City of Charleston

Joseph P. Riley, Jr.

Mayor

PROCLAMATION

- WHEREAS; September is Ovarian Cancer Awareness Month; a time to rededicate ourselves to creating awareness of this silent and aggressive cancer affecting women; and
- WHEREAS; ovarian cancer is the fifth leading cause of cancer-related death among women, and it is the deadliest of gynecologic cancers; and
- WHEREAS; the chance of developing invasive ovarian cancer at some time in a woman's life is about 1 in 72; and
- WHEREAS; survival rates vary depending on the stage of diagnosis, women diagnosed at an earlier stage having a much higher survival rate; however, only 15% of ovarian cancer cases are diagnosed in the early stages; and
- WHEREAS; there is no diagnostic test to detect ovarian cancer, which is why it is critical that women know their bodies and know the signs of this disease in order to detect it in its early stages; and
- WHEREAS; symptoms for ovarian cancer and other gynecological cancers can be generic. Women should consult with their doctor as soon as any symptom is noticed repeatedly in the course of a month.

NOW, THEREFORE, I, Joseph P. Riley, Jr., Mayor, City of Charleston, do hereby proclaim the month of September 2014 as:

NATIONAL OVARIAN CANCER AWARENESS MONTH

Joseph P. Riley, Jr., Mayor



P.O. Box 652 Charleston, South Carolina 29402
843-577-6970 Fax 843-720-9827





D4.

City of Charleston

Joseph P. Riley, Jr.

Mayor

PROCLAMATION

WHEREAS,

the need for a highly literate citizenry increases as our community moves toward an increasingly technological future; and

WHEREAS,

approximately 25% of the adults in the City of Charleston experience literacy issues that impact severely on their lives and families, their ability to work productively, and their full participation as citizens and residents of our state; and

WHEREAS,

Trident Literacy Association provided basic skills/literacy services to nearly 500 adults in the City of Charleston during the 2011-2012 program year, including those who earned their GED and WorkKeys Career Readiness Certificates, and those who learned how to use the computer; and

WHEREAS,

Trident Literacy Association is the proud recipient of a generous grant from the Barbara Bush Foundation for Family Literacy and hopes to introduce a Family Literacy program in the City of Charleston in the future; and

WHEREAS,

the City of Charleston deems it important to recognize and highlight the economic and societal importance of literacy.

NOW, THEREFORE, I, Joseph P. Riley Jr., Mayor of the City of Charleston, do hereby proclaim September, 2014 as **LITERACY MONTH and September 22-28 2014 as **NATIONAL ADULT EDUCATION AND ADULT FAMILY LITERACY WEEK** in the City of Charleston, South Carolina, and urge my fellow citizens to learn more about the importance of literacy and to become involved with literacy in our community.**

Joseph P. Riley, Jr., Mayor



*P.O. Box 652 Charleston, South Carolina 29402
843-577-6970 Fax 843-720-3887*



I (1)



RESOLUTION

- WHEREAS;** in 2013, the Charleston World Heritage Coalition was formed to lead the efforts to have Charleston's Civic, Religious and Community Architecture recognized as a candidate for the United Nations Educational, Scientific and Cultural Organization's World Heritage designation. In 2013, Mayor Joseph P. Riley, Jr, offered the City's support and guidance in preparing the application to be submitted to the United States Department of the Interior. The City of Charleston and its community have been actively engaged in preparing the application letter for submission to the National Parks Service as an agent of the Department of the Interior; and
- WHEREAS;** the Charleston, South Carolina community has a once-in-a-lifetime opportunity to secure World Heritage status for its historically significant Civic, Religious and Community architecture; and
- WHEREAS;** the final draft of the United States Tentative List nomination will be officially submitted in the spring of 2016; and
- WHEREAS;** the City of Charleston has a longstanding commitment to maintaining, preserving and protecting historically important architecture within the City limits; and
- WHEREAS;** the City of Charleston has spent millions of dollars in the preservation and restoration of City Hall, City Market, the Old Slave Market and countless other buildings; and
- WHEREAS;** the designation of Charleston's Civic, Religious and Community Architecture would serve to attract significant investments, high-value cultural visitors and vast economic benefits for the local area as well as the State of South Carolina; and
- WHEREAS;** a World Heritage designation would be the first of its kind in the State of South Carolina.

NOW, THEREFORE, BE IT RESOLVED THAT, I, Joseph P. Riley, Jr., Mayor, City of Charleston and Charleston City Council:

In recognition of the significance of World Heritage Site designation and Charleston's historic, outstanding universal value, that the Council strongly supports the efforts of the Charleston World Heritage Coalition. The Council encourages all businesses and individuals to assist with the application process by signing the petition and pledging their support.

Adopted this ____ day of September, 2014.

Joseph P. Riley, Jr., Mayor

ATTEST:

Vanessa Turner-Maybank



STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of BERKELEY, State of South Carolina, located in Daniel Island Phase E-2A as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Master Plan Parcel E to create Parcel E, Block B, Lots 22 Through 24, Block F, Lots 1 & 2, Block H, Lots 1 through 3, Block J, Lots 1 & 2 & Tract E-2A (0.67 Ac.)" prepared by Thomas & Hutton, dated Apr 15, 2014, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for BERKELEY County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less. * & Tract E-2 (Residual)(62.16 Ac.) City of Charleston, Berkeley County, South Carolina, Prepared for Daniel Island Associates, LLC"

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Investments LLC dated Nov 9, 1998 and recorded Nov 9, 1998 in Book 1478 at Page 286 in the RMC Office for BERKELEY County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 30th day of July June 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor Daniel Island Associates L.L.C.

By: [Signature]

[Signature]
Witness Number One

Maggie R. Dushiber
Printed Name

Matthew R. Sloan, its President
Printed Name

[Signature]
Witness Number Two

Ardena Walters
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Daniel Island Associates L.L.C., by its duly authorized officer Matthew R. Sloan, its President, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]
SWORN to before me this 30th day of June, 2014

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 8-28-2019

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Daniel Island Associates L.L.C.
to The City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Transfer to government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☒ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is n/a. Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

Cynthia Spieth Morton
Print or Type Name Here

Sworn this 27 day of June 2014
Y. Macdon R. Valma
Notary Public for South Carolina
My Commission Expires: 8-21, 2023

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON

This Agreement is made and entered into this 28 day of July 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Golf Club, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Tract 1 designated by Berkeley County tax map number 271-00-00-001 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE variable-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING ACRE(S) OR 23,510 SQ. FT.** more fully shown on a plat entitled an exhibit

Exhibit A
Daniel Island Master Plan Parcel E
TMS No. 275-00-00-110 and 271-00-00-001
showing the variable width drainage easements
(attached hereto as Exhibit "A")

prepared by Thomas & Hutton Engineering, dated April 15, 2014,
executed by _____, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for _____ County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

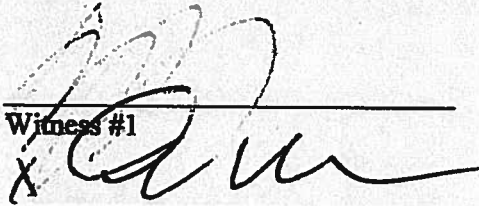
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive variable-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive variable-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive ^{variable} -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

Witness #1

Witness #2

OWNER

Name: Daniel Island Golf Club, LLC

By: 
Matthew R. Sloan, its President

Date: _____

WITNESSES:

CITY OF CHARLESTON

Witness #1

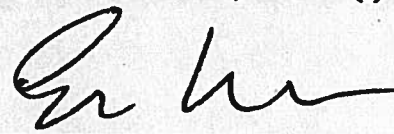
Witness #2

By: Laura S. Cabiness, P.E.
Its: Director of Public Service
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

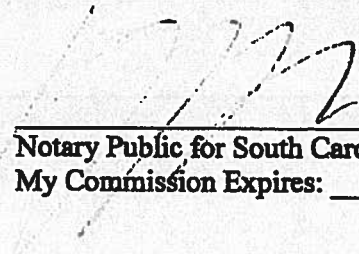
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan sign, on behalf of Daniel Island Golf Club, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

x 

Signature of Witness

SWORN to before me this
28 day of July, 20 14.



Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

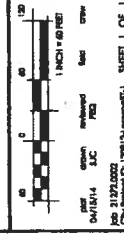
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____ July _____, 20 14.

Notary Public for South Carolina
My Commission Expires: _____

[illegible]

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF . BERKELEY)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this 28 day of July 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of DI Phase E-2A designated by Berkeley County tax map number 275-00-00-110 and to accomplish this objective, the City must obtain certain four easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described: and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it four exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City Three ~~NEW EXCLUSIVE~~ varia ~~FOOT~~ FOOT WIDE PERMANENT STORM DRAINAGE EASEMENTS CONTAINING ACRE(S) OR 25186 SQ. FT. more fully shown on arpdet entitled Exhibit A

Daniel Island Master Plan Parcel E
TMS No. 275-00-00-110
Showing the variable width drainage easements
(attached hereto as Exhibit "A")

prepared by Thomas & Hutton Engineering, dated Apr 15, 2014,
executed by _____, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for _____ County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

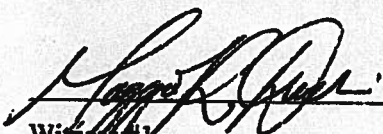
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive variable-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive variable-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

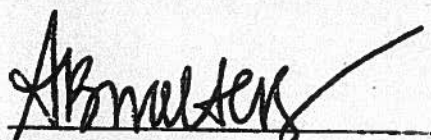
The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive ____-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1



Witness #2

OWNER

Name: Daniel Island Associates L.L.C.

By: 

Matthew R. Sloan

President

Date: 6-30-2014

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness, P.E.

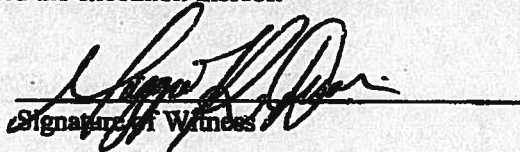
Its: Director of Public Service

Date: _____

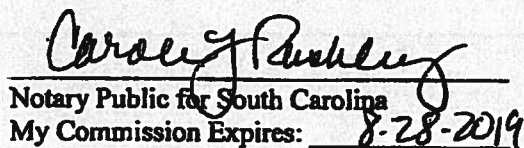
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan sign, on behalf of Daniel Island Associates L.L.C. the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.


Signature of Witness

SWORN to before me this 30th day of June, 20 14.


Notary Public for South Carolina
My Commission Expires: 8-28-2019

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

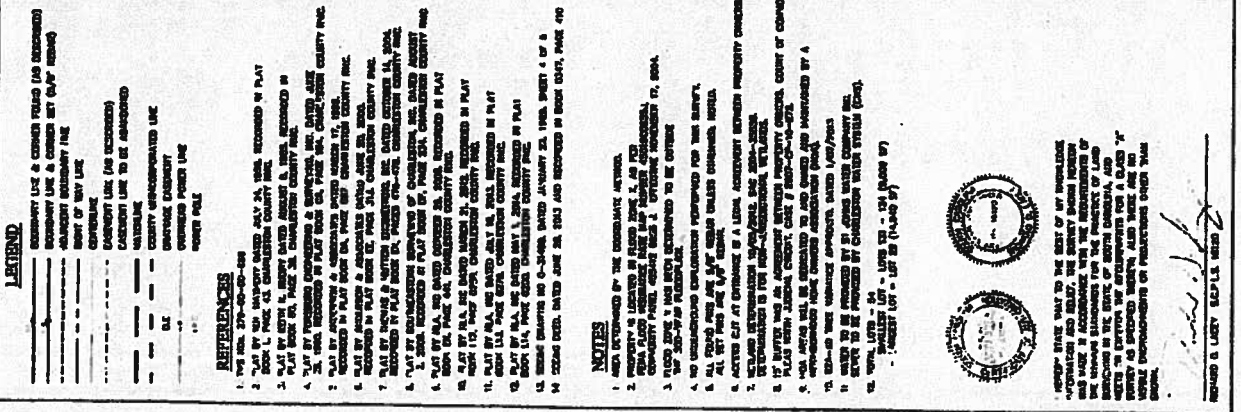
PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of _____ City of Charleston the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

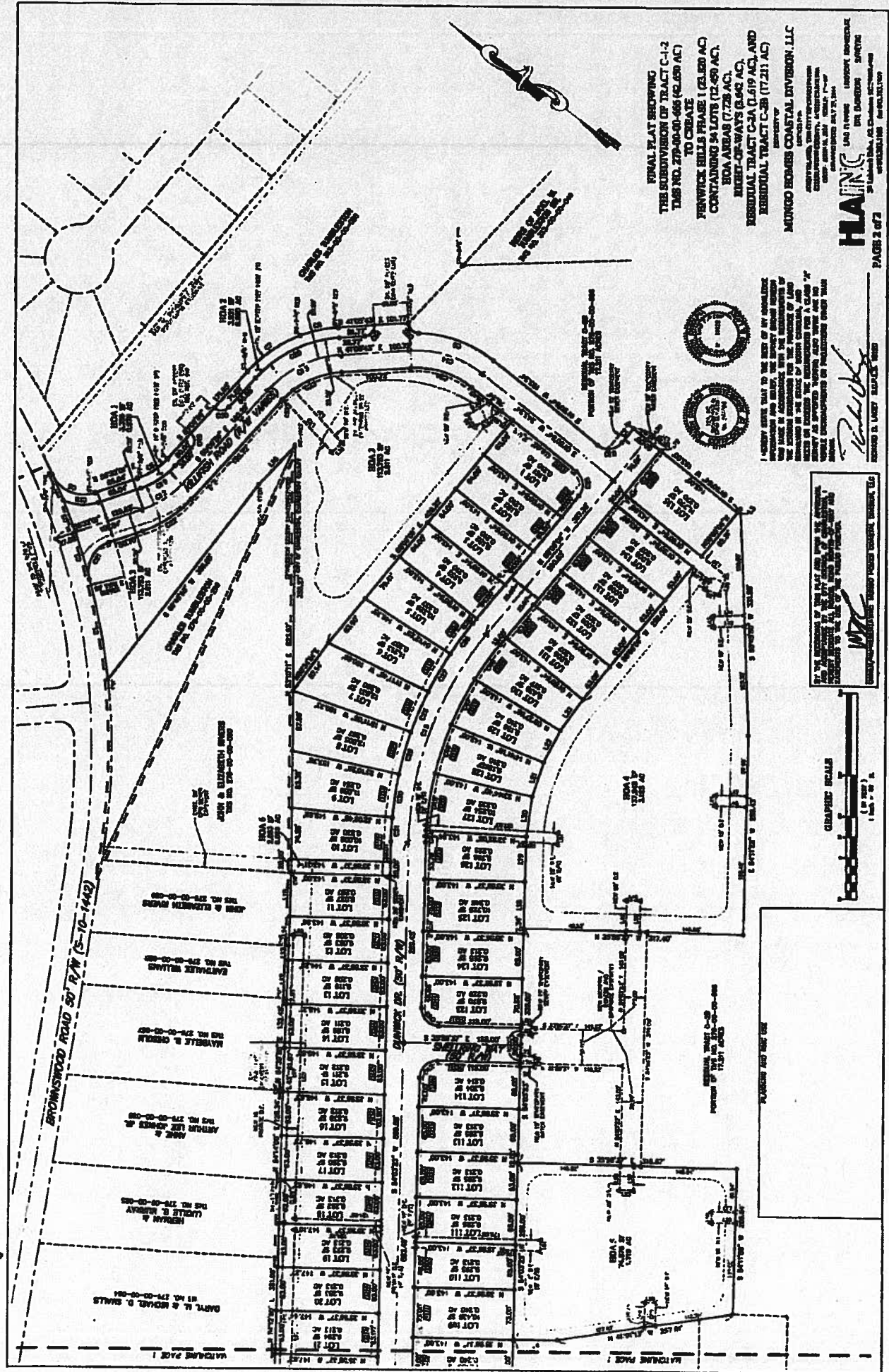
SWORN to before me this _____ day of _____, 20 14.

Notary Public for South Carolina
My Commission Expires: _____

[illegible]



2025 RELEASE UNDER E.O. 14176



FINAL PLAT SHOWING
THE SUBDIVISION OF TRACT C-1-2
TMS NO. 279-00-00-000 (62.600 AC)
TO CREATE
PENWICK HILLS PHASE 1 (23.500 AC)
CONTAINING 54 LOTS (12.400 AC),
50A AREAS (7.728 AC),
RIGHT-OF-WAYS (0.642 AC),
RESIDUAL TRACT C-3A (1.619 AC),
AND
RESIDUAL TRACT C-3B (17.311 AC)
MINICO HOMES COASTAL DIVISION, LLC
PROPERTY
CONVEYANCE
RECORDED
DATE
BOOK
PAGE
2 OF 2

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND THAT I AM A duly qualified and licensed Surveyor in the State of Texas. My Commission Expires on 01/01/2025. My Office is located at 10000 N. Loop West, Suite 100, Houston, Texas 77057. My Phone Number is 281-410-1000. My Fax Number is 281-410-1001. My Email Address is info@hmc-survey.com. My Website is www.hmc-survey.com.

HMC
Surveyors
10000 N. Loop West, Suite 100
Houston, Texas 77057
281-410-1000
info@hmc-survey.com
www.hmc-survey.com

BY THE SURVEYOR OF THIS PLAT FOR THE SURVEYOR'S OFFICE, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND THAT I AM A duly qualified and licensed Surveyor in the State of Texas. My Commission Expires on 01/01/2025. My Office is located at 10000 N. Loop West, Suite 100, Houston, Texas 77057. My Phone Number is 281-410-1000. My Fax Number is 281-410-1001. My Email Address is info@hmc-survey.com. My Website is www.hmc-survey.com.

HMC
Surveyors
10000 N. Loop West, Suite 100
Houston, Texas 77057
281-410-1000
info@hmc-survey.com
www.hmc-survey.com

GRAPHIC SCALE
1 inch = 100 feet

PLACEMENT AND MAP USE

MAYFIELD & GORDON

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Mungo Homes Coastal Division, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina, located in Fenwick Hills subdivision as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TRACT C-1-2 TMS NO. 279-00-00-666 (42.650 AC) TO CREATE FENWICK HILLS PHASE 1 (23.820 AC)... ** prepared by HLA, Inc., dated June 16, 2014, revised July 23, 2014, and recorded in Plat Book _____ at Page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Fenwick Hills Corporation dated June 28, 2013 and recorded July 9, 2013 in Book 0344 at Page 447 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

**CONTAINING 54 LOTS (12.450 AC),
HOA AREAS (7.728 AC)
RIGHT-OF-WAYS (3.642 AC)
RESIDUAL TRACT C-2A (1.619 AC), AND
RESIDUAL TRACT C-2B (17.211 AC)

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 25th day of July 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor

[Signature]
Witness Number One

Mungo Homes Coastal Division,
LLC

CHRISTOPHER S. CARSON
Printed Name

BY: [Signature]
Printed Name

[Signature]
Witness Number Two

WALT D. MARTIN III

CANTRELL L. BELCHER
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Mungo Homes Coastal Division, LLC, by its duly authorized officer Walt D. Martin III, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 25th day of July, 2014

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 02-06-2024



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Mungo Homes Coastal Division, LLC
to the City of Charleston on July, 2014.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): transferring roads to city (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Mungo Homes Coastal Division, LLC

Responsible Person Connected with the Transaction

BY: WDC

Print or Type Name Here

WALTER D. MARTIN III

Sworn this 25th day of July 2014

Patrice Robertson
Notary Public for South Carolina

My Commission Expires: February 16, 2014



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON) EXCLUSIVE STORM
) WATER DRAINAGE
) EASEMENTS
) CITY OF CHARLESTON

This Agreement is made and entered into this 25 day of July 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and
Mungo Homes Coastal Division, LLC. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Fenwick Hills* designated Phase 1 by Charleston County tax map number 279-00-00-666 and to accomplish this objective, the City must obtain certain four easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it four exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City 6 NEW EXCLUSIVE 16-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENTS CONTAINING 0.19 ACRE(S) OR 8,423 SQ. FT. more fully shown on a plat Exhibit entitled

"EXHIBIT "A"

FENWICK HILLS PHASE 1

TMS NO. 279-00-00-066

SHOWING THE 16' DRAINAGE EASEMENTS

(ATTACHED HERETO AS EXHIBIT "A")

prepared by HLA, Inc., dated August 14, 2014,
executed by , on , and recorded in Plat Book at
page in the R. M. C. Office for County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.


The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 16-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

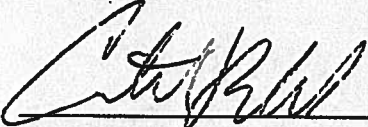
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER MUNGO HOMES COASTAL DIVISION, LLC



Witness #1

Name: 
By: Walt D. Martin, III
Its: Vice President Land Development



Witness #2

Date: 8.14.14

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness, P.E.
Its: Director of Public Service
Date: _____

Witness #2


STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Walt D. Martin, III sign, on behalf of Mungo Homes Coastal Division, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.


Signature of Witness

SWORN to before me this 14th day of August, 2014.


Notary Public for South Carolina
My Commission Expires: 2-06-2024



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of _____, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20____.

Notary Public for South Carolina
My Commission Expires: _____

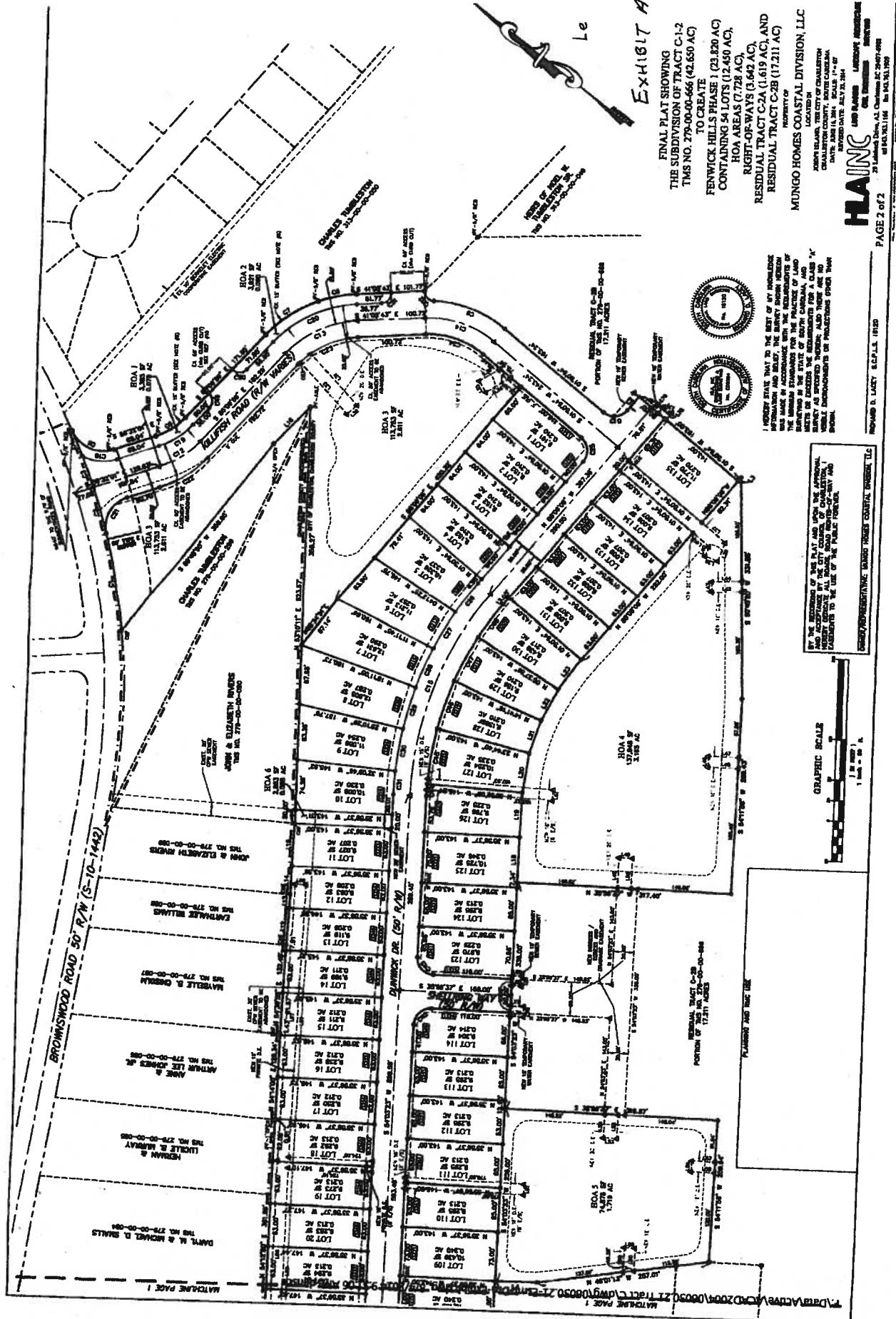


Exhibit A

FINAL PLAT SHOWING
THE SUBDIVISION OF TRACT C-1-2
TMS NO. 279-00-00-666 (42,650 AC)
TO CREATE
FENWICK HILLS PHASE 1 (23,820 AC)
CONTAINING 54 LOTS (12,450 AC),
HOA AREAS (7,728 AC),
RIGHT-OF-WAYS (3,642 AC),
RESIDUAL TRACT C-2A (1,619 AC), AND
RESIDUAL TRACT C-2B (17,211 AC)
PROPERTY OF
MUNGO HOMES COASTAL DIVISION, LLC

LOCATED IN
JOHNS ISLAND, THE CITY OF CHARLESTON
COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA
DATE: JAN 11, 2014
REVISED DATE: JULY 21, 2014
HAINC LAND SERVICES, LLC
25 Leland Drive, A2 Charleston, SC 29407-0000
803.761.1166 Fax 803.761.1909

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND THAT I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING.

BY THE SIGNATURE OF THE PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY CLERK OF THE APPLICANT, THE CITY CLERK OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IS HEREBY CERTIFIED TO THE PUBLIC FOR RECORD.

GRAPHIC SCALE



OWNER/DEVELOPER: MUNGO HOMES COASTAL DIVISION, LLC

STATE OF SOUTH CAROLINA

)
)
)

COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this 25 day of July 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Mungo Homes Coastal Division, LLC. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Fenwick Hills* designated * Phase 1 by Charleston County tax map number 279-00-00-666 and to accomplish this objective, the City must obtain certain four easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it four exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City 5 NEW EXCLUSIVE 20-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENTS CONTAINING 0.20 ACRE(S) OR 8,547 SQ. FT. more fully shown on a plat Exhibit entitled

"EXHIBIT B"

FENWICK HILLS PHASE 1

TMS NO. 279-00-00-066

SHOWING THE 20' DRAINAGE EASEMENTS

(ATTACHED HERETO AS EXHIBIT "B")

prepared by HLA, Inc., dated August 14, 2014,
executed by _____, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for _____ County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

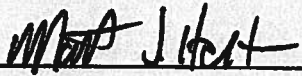
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

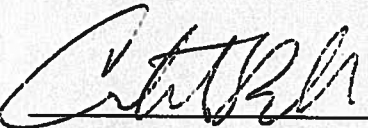
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.


TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.


Witness #1


Witness #2

OWNER MUNGO HOMES COASTAL DIVISION, LLC

Name: 
By: Walt D. Martin, III
Its: Vice President Land Development

Date: 8.14.14

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness, P.E.
Its: Director of Public Service
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Walt D. Martin, III sign, on behalf of Mungo Homes Coastal Division, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Mark J. Hall
Signature of Witness

SWORN to before me this
14th day of August, 20 14.

Patrice Robertson
Notary Public for South Carolina
My Commission Expires: 2-6-2024



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

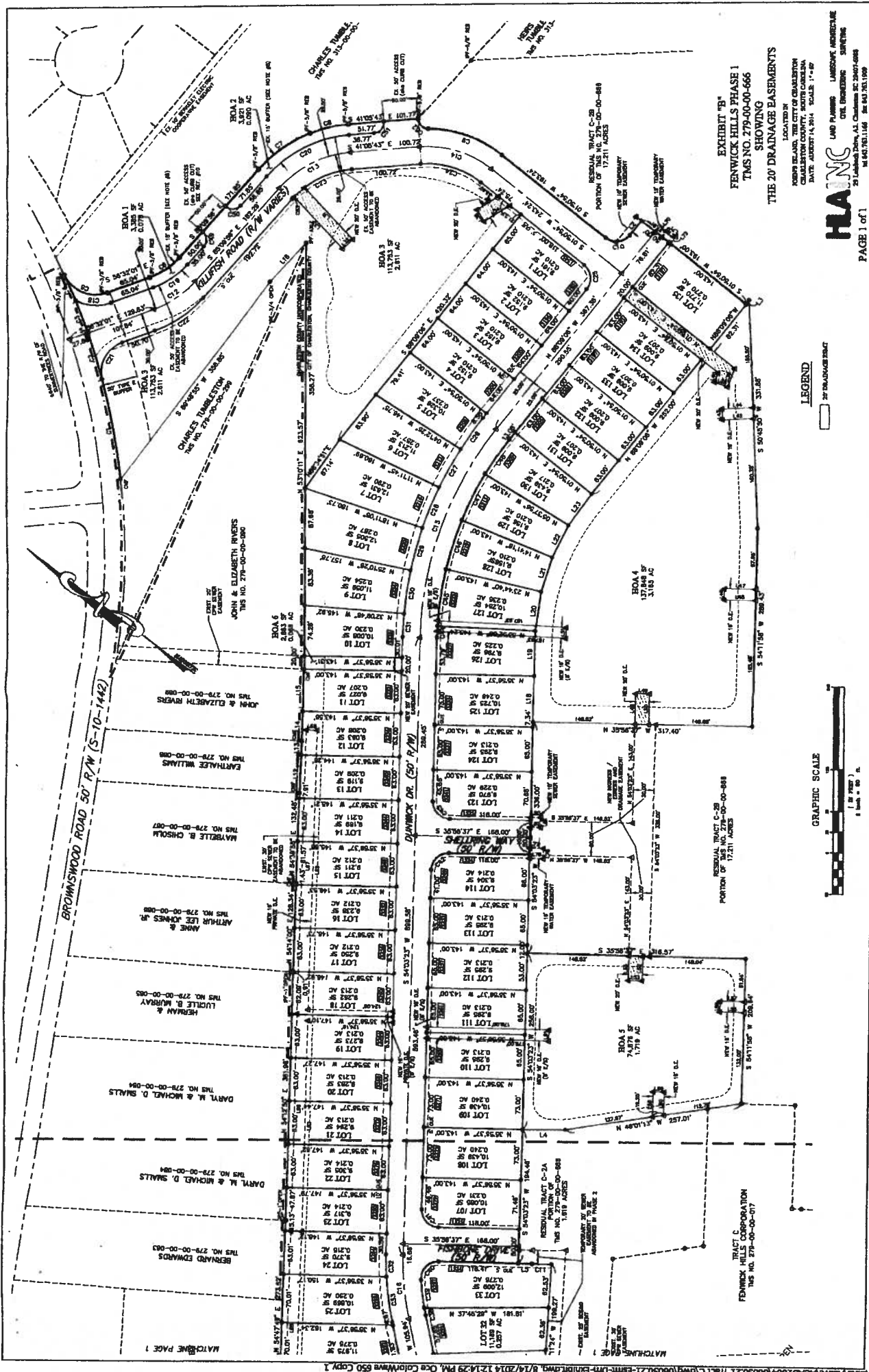
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of _____, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20____.

Notary Public for South Carolina
My Commission Expires: _____





1K6
Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THE DOCUMENTS NECESSARY FOR THE CITY TO BECOME AN ACCOMMODATION PARTY TO A MORTGAGE TO BE PLACED BY THE CAROLINA ART ASSOCIATION OF CHARLESTON, SOUTH CAROLINA, ON THE REAL PROPERTY LOCATED AT 135 MEETING STREET (THE GIBBES MUSEUM) SO AS TO ACCOMMODATE THE ASSOCIATION'S IMPROVEMENT AND RENOVATION OF THE GIBBES MUSEUM (AS AMENDED).

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Findings.

The will of James S. Gibbes, probated May 1, 1898, left funds in trust to the office of Mayor of the City of Charleston and other individual trustees for the purchase of property and the construction of a building to be used for the arts. By order dated December 23, 1904, in an action commenced in the Court of Common Pleas by R. G. Rhett, then Mayor of the City, title to 135 Meeting Street (the "Gibbes Building") was vested in the City and the Carolina Art Association of South Carolina, a corporation created on December 21, 1858 by act of the South Carolina General Assembly (the "CAA").

The current purpose of the CAA is to cultivate the arts and art education, through operation of the Gibbes Museum of Art (the "Gibbes Museum") and other activities. As a 501(c) (3) non-profit corporation, the CAA is governed by a Board of Trustees which is charged with, among other things, the stewardship of the valuable collection of art reflecting the visual heritage of the City and the American South that it owns and which is displayed in the Gibbes Building.

The City is committed to the arts and art education and has a longstanding tradition of supporting their cultivation and expansion. The presence of arts in the community not only enhances the quality of life for citizens, but also serves as an economic stimulus by providing events and programs that make Charleston a desirable place for businesses to invest and for people to visit.

The City and the CAA have successfully partnered for over 100 years in maintaining the Gibbes Building and promoting the programs offered by the Gibbes Museum. City Council deems it in the public interest that this partnership continue.

A 2001 Conservation Assessment by the American Association of Museums identified certain structural improvements needed at the Gibbes Building in order for the Gibbes Museum to maintain its

accreditation. The City and the CAA retained a consultant to evaluate the Gibbes Building, and in response to that evaluation, the CAA, to maintain accreditation and to improve the functionality of the Gibbes Museum, embarked on a fundraising campaign and explored financing opportunities in the private market. The CAA is now poised to implement the consultant's recommendations and to undertake construction at the Gibbes Building, a project that will increase the value of the Gibes Building and improve its function as a museum. For the program to succeed, the Gibbes Building must be pledged as collateral to secure the CAA loan. An accommodation by the City, as co-owner of the Gibbes Building, to a mortgage lien on the Gibbes Building property will not obligate the City to repay any indebtedness secured by the lien, and CAA has not sought any such assurance beyond the City serving as an accommodation party to allow for the mortgage. City Council deems it to be in the interest of the public that the Gibbes Museum maintain its respected and accredited status and that accommodating a mortgage on the Gibbes Building property is reasonable to facilitate those results and is in furtherance of the general welfare.

Section 2. The Mayor is hereby authorized to execute on behalf of the City the necessary documents for the City to become an accommodation party to a mortgage to be placed on 135 Meeting Street, the site of the Gibbes Museum of Art, by the Carolina Art Association of South Carolina; **provided that at or prior to closing the Carolina Art Association execute an Agreement with the City that provides that, in the event the mortgage granted by the City of Charleston and the Carolina Arts Association is foreclosed and there are net proceeds remaining after satisfaction of the mortgage debt, the net proceeds shall be allocated so that the Carolina Art Association pays one hundred (100%) percent of the foreclosure debt, to the extent possible, from its fifty (50%) percent share of the gross foreclosure sales price. By way of illustration only, if the foreclosure debt was \$5 million and the gross sales price were \$13 million, the net proceed of \$8 million would be allocated \$6.5 million to the City and \$1.5 million to the Carolina Art Association.** Nothing herein shall be deemed to obligate the City to repay or assume any debt secured by any lien of 135 Meeting Street.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord, 2014, and in the ____th Year of the Independence of the United States of America

Joseph P. Riley, Jr., Mayor

ATTEST:

Clerk of Council